

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

	)	
	)	Civil No. 97 CIV 3090 (LAK)
Export-Import Bank of the Republic of China,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
Republique du Niger,	)	
	)	
Defendant.	)	

**STIPULATION**

This stipulation (the “Stipulation”) is made effective February 23, 2015, by and between the Export-Import Bank of the Republic of China (“Ex-Im Bank”) and Exelon Generation Company, LLC (“Exelon”).

**WITNESSETH:**

WHEREAS, Exelon Generation was contractually obligated to, and intended to, make a payment of \$ 23,660,000 USD by February 15, 2015, to the Societe de Patrimoine des Mines du Niger (“SOPAMIN”) for a delivery of uranium received from SOPAMIN on January 15, 2015, pursuant to an agreement between Exelon and SOPAMIN (the “Payment”);

WHEREAS, Ex-Im Bank, as petitioner, brought a motion for an order to show cause, pursuant to 28 U.S.C. § 1610(c), Rule 69(a) of the Federal Rules of Civil Procedure and Sections 5222(b) of the New York Civil Practice Law and Rules, for an order permitting Ex-Im Bank to serve a restraining notice on Exelon, and, pursuant to Federal Rule of Civil Procedure 65, for a temporary restraining order (“TRO”) (1) immediately restraining (a) Exelon, (b) Judgment Debtor Republique du Niger (“Niger”), (c) SOPAMIN, and (d) any other person or entity with

notice of the order from making or permitting the transfer of any payment due or coming due from Exelon to SOPAMIN or Niger, and (2) directing Niger to appear to show cause why a restraining notice should not issue (the "Motion");

WHEREAS, Exelon and SOPAMIN, as third parties, filed briefs in opposition of Ex-Im Bank's Motion (the "Oppositions");

WHEREAS, hearings on Ex-Im Bank's Motion were held before the Honorable Judge Andrew L. Carter, Jr. on February 12, 17, and 20, 2015;

WHEREAS, Ex-Im Bank's Motion has been adjourned and continued until May 22, 2015;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the undersigned attorneys for Ex-Im Bank and Exelon that:

1. As partial payment of the Payment, Exelon shall make a payment of \$18,232,076 USD to SOPAMIN in satisfaction of that same amount of the total of the Payment.
2. Exelon shall not make payment to SOPAMIN of the remaining \$5,427,924 of the total Payment ("Remaining Payment") until the earlier of: (a) agreement by and between Ex-Im Bank, SOPAMIN, and Exelon that Exelon shall make the Remaining Payment to SOPAMIN; (b) an order by this Court that Ex-Im Bank cannot restrain Exelon from making the Remaining Payment to SOPAMIN; PROVIDED HOWEVER that if neither of the foregoing conditions occur before May 22, 2015, Ex-Im Bank, Exelon, and any interested parties shall appear before the Court on that date, unless extended by the Court, for a determination of Ex-Im Bank's adjourned Motion.
3. Exelon and the Ex-Im Bank preserve and do not waive any of the objections or arguments filed in their briefs in this proceeding.

IN WITNESS WHEREOF, the undersigned parties hereto have caused this Stipulation to be duly executed.

Dated: February 23, 2015

SULLIVAN & WORCESTER LLP

By: 

Paul E. Summit  
Andrew T. Solomon  
1633 Broadway  
New York, NY 10019  
T. 212.660.3000  
F. 212.660.3001  
psummit@sandw.com  
asolomon@sandw.com

*Attorneys for The Export-Import Bank of the  
Republic of China*

SIDLEY AUSTIN LLP

By: 

Patrick Croke  
Holly H. Harrison  
One South Dearborn  
Chicago, IL 60603  
T. 312.853.7000  
F. 312.853.7036  
pcroke@sidley.com  
hharrison@sidley.com

*Attorneys for Exelon Generation Company, LLC*